

JP

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

ABC CAPITAL INVESTMENTS, LLC.  
1218 North Marshall Street  
Philadelphia, PA 19122

Plaintiff

v.

NATIONWIDE RENTSURE  
5445 DTC Parkway  
Greenwood Village, CO 80111

and

NATIONWIDE EVICTION  
5445 DTC Parkway  
Greenwood Village, CO 80111

Defendants

17 4980

NO.

**CIVIL ACTION - COMPLAINT**

Plaintiff, ABC Capital Investments, LLC ("ABC"), by and through their undersigned counsel, herein files this Complaint against Defendants Nationwide Rentsure ("Rentsure"), and Nationwide Eviction ("NWE"), and in support thereof, avers as follows:

**PARTIES**

1. Plaintiff ABC is a LLC. duly organized in accordance with the laws of the Commonwealth of Pennsylvania, with an address located at 1218 North Marshall Street, Philadelphia, PA 19122. As part of Plaintiff's regularly conducted business, they manage properties, including the renting out of properties and the subsequent collection of rent from tenants on behalf of their Clients.

2. Defendant NWE is a corporation that, upon information and belief, is licensed to sell and hold insurance policies with businesses without limitation with an address of 5445 DTC Parkway, Greenwood Village, CO 80111 and represents that property management companies like ABC can insure 6 months of rental if there is a problem with a tenant payment.
3. Defendant Rentsure is a corporation that, upon information and belief, is licensed to sell and hold insurance policies with businesses without limitation with an address of 5445 DTC Parkway, Greenwood Village, CO 80111. It is somehow, as discovery will prove, affiliated with Defendant NWE, and listed as such on their public websites which is an Exhibit. Similarly, they insure and guaranty payment for 6 months of rent if a tenant defaults.
4. For the purposes of this matter, both NWE and Rentsure are affiliated and acted in concert to provide insurance coverage for Plaintiff ABC, the purpose of this coverage was to insure ABC against tenants failing to make rent payments and the time required to re-rent properties following evictions. The “About” section from the Nationwide Rentsure website, describing the nature of their business and affiliation of with Nationwide Eviction, is attached hereto and incorporated herein as Exhibit “A.”

#### **JURISDICTION**

5. There exists complete diversity jurisdiction pursuant to 28 U.S.C. § 1332 et. seq. in that Plaintiff and Defendants are all citizens and residents of different States.

6. This Court has subject matter jurisdiction over Plaintiff's federal claims pursuant to 28 U.S.C. § 1332(a)(1) because (1) there is complete diversity of citizenship between Plaintiff ABC, who is a citizen and resident of Pennsylvania for the purposes of diversity jurisdiction 28 U.S.C. § 1332, Defendants NWE and Rentsure who are citizens and residents of the State of Colorado and (2) the matter in controversy exceeds \$125,000, exclusive of interest and costs.
7. This Court has supplemental jurisdiction over Plaintiff's state law claim pursuant to 28 U.S.C. § 1367.
8. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1391(b) because a substantial portion of the events giving rise to this litigation occurred in Pennsylvania. Defendants reached out to Plaintiff and solicited them in Pennsylvania to enter into an insurance policy agreement that is the key issue herein.

### **FACTS**

9. This matter involves a series insurance policies entered into between Plaintiff and Defendants in or around January 1, 2017. These policies were issued out to a series of properties managed by Plaintiff as rental income protection. The purpose of this policy was to insure and protect Plaintiff against tenants failing to pay rent or failing to vacate properties after defaulting on rent or the expiration of their lease. Despite continued premium payments and requests for these policies in hard copy, ABC has still not received the same, and demands the same in discovery.

10. The initiation of these policy agreements began in fall 2016, when Defendants began marketing to Plaintiff in Pennsylvania and proposing and formulating the insurance policies at issue herein.
11. The insurance provided by Defendants covered three months of rent prior to eviction and three months after eviction to cover the period that tenants failed to pay rent and the time it takes to find new renters.
12. Following the initiation of the agreement between Plaintiff and Defendants, Plaintiff began entering properties into insurance agreements with Defendants through a web-based portal controlled by Defendants with the Assistance of Defendants Liaison and Representative Sky Mikesell, referred to by Defendants as Certificates of Benefit. Attached hereto and incorporated herein as Exhibit "B," is an email from Defendants' representative, salesman and primary liaison with Plaintiff, Sky Mikesell. Exhibit A shows Mikesell, on behalf of Defendants, referring to the insurance policies as Certificates of Benefit and establishing that a large number of properties were already insured and that Plaintiff had made payments towards those policies. The web portal and excel spreadsheet showing a large number of the properties Plaintiff had policies for with Defendants, that were entered into Defendants records and paid for by Plaintiff, is attached hereto and incorporated herein as Exhibit "C."
13. Shortly after entering into these policies, Plaintiff began have trouble contacting Defendants, specifically through their employee and liaison, Sky Mikesell. Defendants failed to provide hardcopies of the insurance policies to Plaintiff, they failed to properly provide receipts and confirmations of payments, despite

multiple attempts to ensure the contrary by Plaintiff, and Defendants began to mention claim requirements and restrictions that had previously not been discussed nor been made known to Plaintiff. *See*, Exhibit “D.”

14. Defendants began to deny a number of claims put forth by Plaintiff for properties that were insured under policies that had been properly paid for, at first citing requirements and restrictions that had never previously been mentioned or brought to Plaintiff’s knowledge. Defendant then started ignoring other claims made through their web portal by Plaintiff. They have left ABC with no other means of communication other than this lawsuit and discovery.
15. Defendants continually failed to honor their policies, oral and written representations, made by Sky Likesell, on their websites, and have received tens and tens of thousands of dollars of premium from Plaintiff and became increasingly difficult to contact to the point of not answering repeated calls and emails.
16. Finally, on August 16, 2017, Defendants sent a termination notice to Plaintiff in bad faith, wrongfully contending that Plaintiff had failed to make payments on their insurance policies. *See* Exhibit “E,” Defendants’ Notice of Termination, which is attached hereto and incorporated herein is fully disputed by Plaintiff, as discovery will reveal.
17. Plaintiff has initiated this matter as Defendants failed to honor their oral contracts, written contracts to be produced in discovery, their written and oral representations, and to pay as represented all of Plaintiff’s claims under their policy, or otherwise despite their assurances, agreements and repeated

misrepresentations to the contrary. Defendants wrongfully and vexatiously terminated these policies under bad faith and made up pretexts and have defrauded Plaintiff in a significant amount in excess of \$125,000. In essence, Defendants' have engaged in a conversion of ostensible premium dollars paid by Plaintiff as will be proven in discovery.

**COUNT I**  
**BREACH OF CONTRACT**

18. Plaintiff incorporates by reference the allegations contained in the paragraphs above as if a more fully set forth herein.
19. Defendants represented to Plaintiffs, that they had, and consistently had, insurance policies for a series of properties managed by Plaintiff. *See* Exhibit B. Said policies clearly covered any failure of tenants to pay rent and the three-month period following eviction during which Plaintiff would be seeking new tenants. Despite countless pre-litigation requests, Defendants refused, intentionally, to send any policy documents other than the representations on their public website, and made in reliance of taking tens of thousands of premium dollars from Plaintiff. Plaintiff specifically will serve this Complaint with Rule 26 Disclosures and a Document Demand, and reserves the right to add these policy documents as an Exhibit before Defendant can file a Rule 12 Motion pertaining to the lack of attachment of these documents.
20. Despite said representations by Defendants, when Plaintiff tendered their claims to Defendants, they failed and refused to remunerate Plaintiff, provide any adequate explanation, ignored Plaintiff's inquires, and left Plaintiffs to bear

the cost of both the damages that should have been covered under their policies and the cost of counsel to enter their appearance and pursue this litigation.

21. As a result, Plaintiff has been damaged and continue to be damaged and accrue costs that would have otherwise been covered as promised, assured and agreed upon by Defendants.
22. Plaintiffs have been damaged in an amount in excess of \$125,000.

## **COUNT II**

### **UNJUST ENRICHMENT**

23. The foregoing allegations in the above paragraphs are incorporated herein by reference as if set forth in full.
24. Defendants have, and continue to be, unjustly enriched as a result of the conduct described above in this Complaint.
25. Defendants received benefits in the form payments made in relation to the insurance policies for which they have failed to adhere to and for which they have refused to provide coverage under, contrary to the language of the policy.
26. Retention of these benefits by Defendants' would be unjust and inequitable. Defendants abused their discretion by disregarding numerous attempts made by Plaintiff to ensure that the insurance policy be adhered to and they have engaged in protracted delays that have led the inability of Plaintiff to recoup any loses and mitigate the damages that the insurances policies were specifically tailored to prevent.
27. It would be unjust and inequitable for Defendants to retain such benefits, and Plaintiff is entitled to restitution of all damages incurred and all other premiums, monies and fees and charges owed, unjustly and inequitably retained, and



damages for the improperly alleged lack of coverage regarding the properties and related insurance policies.

**COUNT III**

**BAD FAITH**

28. Plaintiff incorporates the above paragraphs as though fully set forth at length herein.
29. 42 Pa. C.S.A. 8371 entitled "Actions on Insurance Policies" provides a private cause of action for bad faith against insurance companies if the Court finds that the insurer has acted in bad faith towards the insured and permits the following damages to be awarded:
  - (1) Interest on the amount of the claim from the date a claim was made by the insured in an amount equal to the prime rate of interest plus three (3%) percent.
  - (2) Punitive damages against the insurer.
  - (3) Court costs and attorney's fees against the insurer.
30. Plaintiff made all payments for insurance policies to Defendants in full and in a timely fashion.
31. Despite the above, Defendants acted in bad faith towards its insured, as set forth above and by falsely claiming that the claims made by Plaintiff were not covered by their policy and that as a result, the claims for lost rental income were not covered under the policy.
32. These denials, illogical and incorrect interpretation of the policy, and the refusal to pay the claims, and continuing inability of Plaintiff to contact Defendants throughout their dispute and currently constituted a violation of 42 Pa.C.S.A. 8371, and constitutes Bad Faith on the part of Defendants.



33. Pursuant to *Rancosky v. Wash. Nat'l Ins. Co.*, ***bad faith claims in Pennsylvania no longer require a showing of ill-will or self-interest but rather a showing of recklessness is sufficient.*** J – 27 -2017, No. 28 WAP (2016). As such, the conduct of Defendants was extensively reckless as they failed to provide sufficient reasoning or support for their refusal to refund the premiums, turn over the policy documents, and unwarranted and unexplained denial of Plaintiff's claims, their inability to be contacted by Plaintiff regarding these claims, their inexplicable termination of Plaintiff's policies and their manipulation of the terms of these policies in an attempt to defraud Plaintiff.
34. As a direct and proximate result, Plaintiff, has incurred damages far in excess of \$125,000, plus attorney's fees, costs of suit, punitive damages and otherwise has been left in a damaged condition for which they continue to accrue losses, and punitive damages are warranted for Defendants wanton, reckless and outrageous conduct, retention of Plaintiff's money, failure to communicate, reckless denials and ignoring of communications, and gross, misleading and false representations to Plaintiff at the inception of this litigation.

#### **COUNT IV**

##### **CIVIL CONVERSION**

35. The foregoing allegations in the above paragraphs are incorporated herein by reference as if set forth in full.
36. Defendants have, and continue to illegally retain hundreds and hundreds of thousands of dollars of Plaintiff's payments without any legal or factual justification therefore, converting the same for their own use.

37. Retention of these benefits by Defendants' would be unjust and inequitable. Defendants abused their discretion by disregarding numerous attempts made by Plaintiff to ensure that the insurance policy be adhered to and they have engaged in protracted delays that have led the inability of Plaintiff to recoup any loses and mitigate the damages that the insurances policies were specifically tailored to prevent.
38. It would be unjust and inequitable for Defendants to retain such benefits, and Plaintiff is entitled to restitution of all damages incurred and all other premiums, monies and fees and charges owed, unjustly and inequitably retained, and damages for the improperly alleged lack of coverage regarding the properties and related insurance policies.

**COUNT I**  
**FRAUD**

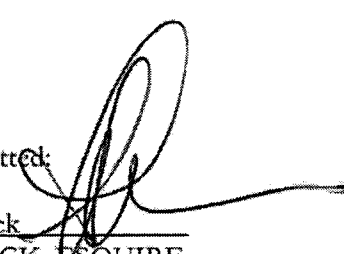
39. Plaintiff incorporates by reference the allegations contained in the paragraphs above as if a more fully set forth herein.
40. Defendants INTENTIONALLY represented to Plaintiffs, that they had, and consistently had, AFTER PAYING HUNDREDS OF THOUSANDS OF DOLLARS, based on intentional false representations.
41. Defendants made knowing false statements, claims and representations to Plaintiff to induce the payment of substantial dollars to Defendant, knowing those representations to be false, upon which Plaintiff relied, as laid out in detail in the fact section herein.

42. As a result, Plaintiff has been damaged and continue to be damaged and accrue costs that would have otherwise been covered as promised, assured and agreed upon by Defendants.

43. Plaintiffs have been damaged in an amount in excess of \$125,000.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter judgment in their favor and against the Defendants, jointly and severally, for all available damages under the law, including attorneys fees, punitive damages, actual damages, and such other relief that this Court deems just and equitable.

Respectfully Submitted:



/s/ David T. Shulick  
DAVID T. SHULICK, ESQUIRE  
Shulick Law  
1500 J.F.K. Boulevard, Suite 1110  
Philadelphia, PA 19102  
(215) 988-5488  
[david@shulicklaw.com](mailto:david@shulicklaw.com)  
Attorney For The Plaintiff

Dated: 10.30.17

**VERIFICATION**

We, the undersigned Defendants, state that the statements made in the foregoing pleadings are true and correct to the best of our knowledge, information and belief; and that the foregoing statements are made subject to the penalties of 18 Pa. C.S.A. § 4909, relating to unsworn falsification to authorities. A copy of our signature shall be legally binding.

ABC CAPITAL INVESTMENTS, LLC.

By: 

Managing Member and Attorney in Fact

# EXHIBIT “A”

[Landlord Membership](#)[Freedom Program](#)[Developers Program](#)[About Us](#)[Get Started](#)

## RENTAL INCOME GUARANTEES ARE A GLOBAL SUCCESS!

At Nationwide RentSure, we guarantee unpaid rent, tenant damages and legal support to evict delinquent tenants.

Rental Income Guarantees are not a new concept globally:

- In Australia, 83% of landlords have rental income protection on their property.
- In European countries, a large percentage of landlords have rental income guarantees protecting their rental income property.

Real Estate Investors in North America, from single family homeowners to multi-billion dollar REITs have been losing billions of dollars a year.

We are working to change the way property managers, landlords and owners do business, approve tenants, manage cash flow, and process evictions for 52 million rental units in 2,200+ court jurisdictions in North America.

## OUR TEAM


[Landlord Membership](#)
[Freedom Program](#)
[Developers Program](#)
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## NATIONWIDE RENTSURE CANADA



Nationwide RentSure Canada Corporation is led by a diverse group of real estate, insurance, and technology professionals. As a team, we have over 30 years of risk-based insurance experience, 25 years in real estate and over a decade in technology platform development. With this experience, we have developed a truly unique risk mitigation solution and assembled a group of best in class providers to execute on this vision.

## NATIONWIDE EVICTION



The leading online eviction provider in the USA. The Nationwide RentSure Eviction platform allows clients to file evictions online and have those evictions handled by one of over 100 law firms and service providers on its network. Over 150,000 evictions are processed on the Nationwide Eviction platform each year.

## AI GUARANTEE



Ai Guarantee Inc. is a member of the Nationwide RentSure association providing pre-construction and new build developers with rental income guarantees. Ai Guarantee Inc. has provided over \$600 Million in rental guarantees in Canada.

Nationwide RentSure ✕



500 m

Map data

## GET IN TOUCH

Name

Email



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**AFFILIATES**

[REIN Members](#)

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**SUPPORT**

[Mailing List](#)  
[Privacy Policy](#)  
[Download Brochures](#)  
[Log In](#)  
[FAQ](#)

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**LOCATION**

29 Booth Ave, Suite 201  
Toronto, ON M4M 2M3

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**ADDITIONAL RESOURCES**

[Landlord Membership Fees](#)  
[Tenant Qualification](#)  
[Market Analysis](#)  
[Online Payments](#)

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**CONTACT**

[support@nationwiderentsurecanada.com](mailto:support@nationwiderentsurecanada.com)

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LEGAL NOTICE: All Guarantee Inc., RentSure Membership (Canada) Corporation and Nationwide RentSure Canada Corporation landlord associations, directors, officers, employees or affiliates agents, are not insurance agents or brokers. Nationwide RentSure Canada Corporation cannot provide nor offer insurance services, advice or information directly to new or existing Members. Any information contained on this website is subject to the terms and conditions of the Membership Agreement, Rental Income Guarantee and Negligent and Willful Tenant Damage Guarantee.

# EXHIBIT “B”

**DSparalegal**

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**From:** Jay Walsh <jay@abccapitalinvestments.com>  
**Sent:** Friday, October 13, 2017 12:21 PM  
**To:** Lawclerk  
**Subject:** Fwd: Rentsure Update

**Jay Walsh**

Chief Business Officer  
ABC Capital Investments, LLC  
Office: 267-324-3926 ext. 111  
jay@abccapitalinvestments.com

Fax: 267-670-8213  
Investors: 215-253-8207

**Philadelphia Office**

www.abccapitalinvestments.com  
1218 N. Marshall Street  
Philadelphia, PA 19122

**Baltimore Office**

www.abccapitalbaltimore.com  
First Floor  
3604 Eastern Avenue  
Baltimore, MD 21224

----- Forwarded message -----

From: **Sky Mikesell** <sky@nationwiderentsure.com>  
Date: Wed, Feb 1, 2017 at 6:34 PM  
Subject: Re: Rentsure Update  
To: Jay Walsh <jay@abccapitalinvestments.com>  
Cc: Taheira Williams <twilliams@abccapitalinvestments.com>, Peter Brooks  
<Peter@abccapitalinvestments.com>, Antonio Cerqueira <acerqueirae@gmail.com>

Yes.

I am travelling back from Toronto right now but will pull it together and send to you for your records.

Each Certificate of Benefit (formal policy in your words) goes out once the initial invoice is paid for each batch of properties put in.

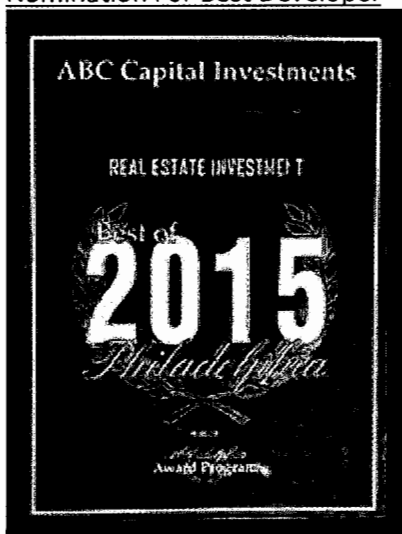
So currently you should have a certificate of benefit for your initial batch.

Let me know if you have any other questions.

On Wed, Feb 1, 2017 at 6:29 PM, Jay Walsh <[jay@abccapitalinvestments.com](mailto:jay@abccapitalinvestments.com)> wrote:

Sky do we have a formal policy or master policy for these? Do you have a list of what we have insured and until when? I want to input into our software for tracking.

Jay Walsh  
Chief Operating Officer  
ABC Capital Investments, LLC  
1218 N. Marshall Street  
Philadelphia, PA 19122  
[www.abccapitalinvestments.com](http://www.abccapitalinvestments.com)  
Office: [267-324-3926](tel:267-324-3926) ext. 111  
Fax: [267-670-8213](tel:267-670-8213)  
Investors: [215-253-8207](tel:215-253-8207)  
Israel Tel: 03-686-2595  
[jay@abccapitalinvestments.com](mailto:jay@abccapitalinvestments.com)  
Nomination For Best Developer



On Wed, Feb 1, 2017 at 10:52 AM, Sky Mikesell <[sky@nationwiderentsure.com](mailto:sky@nationwiderentsure.com)> wrote:

good morning Taheira-

We have received.

All were entered in and invoiced.

Let me know when you have completed sending the ones you have for this batch and I will confirm receipt of address' received.

On Wed, Feb 1, 2017 at 10:01 AM, Taheira Williams <[twilliams@abccapitalinvestments.com](mailto:twilliams@abccapitalinvestments.com)> wrote:

Good morning Sky,

I will be sending you more leases today. Please confirm that you have received the ones I sent you prior on 01/20/2017. Thank you.

Taheira Williams

Assistant to Peter Brooks

ABC Capital Investments, LLC

1218 N. Marshall Street

Philadelphia, PA 19122

[www.abccapitalinvestments.com](http://www.abccapitalinvestments.com)

Office: 267-324-3926 ext. 106

Fax: 267-670-8213

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Sky Mikesell - CEO

RentSure Membership Association Inc.

12835 E Arapahoe Rd, Tower II, Suite 800

Centennial, CO 80112

Office: 1-866-646-0200

[Sky.mikesell@rentsuremembership.com](mailto:Sky.mikesell@rentsuremembership.com)

[www.Nationwiderentsure.com](http://www.Nationwiderentsure.com)

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Sky Mikesell - CEO

RentSure Membership Association Inc.

12835 E Arapahoe Rd, Tower II, Suite 800

Centennial, CO 80112

Office: 1-866-646-0200

[Sky.mikesell@rentsuremembership.com](mailto:Sky.mikesell@rentsuremembership.com)

[www.Nationwiderentsure.com](http://www.Nationwiderentsure.com)

# EXHIBIT “C”



<b>Demand Filed</b>	<b>Owner</b>	<b>Amount (6x Rent)</b>	<b>File Date</b>
1741 N Stillman	KMA Holdings LLC	\$4,800.00	5/24
264 S. Frazier	Guy Sela Investments LLC	\$7,200.00	5/24
6239 N. 21st	AGL Capital Investments, LLC	\$6,300.00	8/22
219 E. Ontario St.	A&K Capital Investments LLC	\$3,600.00	8/3
1623 S. 56th St.	Odel Capital Investments, LLC	\$5,400.00	8/2
5816 Norfolk	Amicelli Investments	\$5,700.00	8/22
1707 N. Peach St.	Brad Weed	\$6,150.00	7/24
2070 Kingston St.	Bura 4, LLC	\$3,900.00	7/24
424 N. Salford	MPS Capital Investments	\$5,100.00	7/24
5523 Kingsessing Ave	Eshdat Investments, LLC	\$5,700.00	7/24
830 S. Cecil St.	YL Nathan Properties, LLC	\$5,400.00	7/24
2050 Aikens	Jingfei Zhang	\$5,100.00	5/24
527 N. 63rd U2	Brye Steeves	\$4,800.00	7/24
5425 Sansom U1	NOFBAR NH Capital Investment	\$4,500.00	4/19

### Full Policy and Contact Info

[illegible]

Securehttps://nationwideeviction.com/caseStatus.aspx?a=bPrm%2b0WgKc%3d&b=vZsS%2fy7QW8w%3d&c=vZsS%2fy7QW8w%3d&d=vZsS%2fy7QW8w%3d&e=vZsS%2fy7QW8w%3d&f=vZsS%2fy7QW8w%3d&g=vZsS%2fy7QW8w%3d&h=vZsS%2fy7QW8w%3d&i=vZsS%2fy7QW8w%3d&j=vZsS%2fy7QW8w%3d&k=vZsS%2fy7QW8w%3d&l=vZsS%2fy7QW8w%3d&m=vZsS%2fy7QW8w%3d&n=vZsS%2fy7QW8w%3d&o=vZsS%2fy7QW8w%3d&p=vZsS%2fy7QW8w%3d&q=vZsS%2fy7QW8w%3d&r=vZsS%2fy7QW8w%3d&s=vZsS%2fy7QW8w%3d&t=vZsS%2fy7QW8w%3d&u=vZsS%2fy7QW8w%3d&v=vZsS%2fy7QW8w%3d&w=vZsS%2fy7QW8w%3d&x=vZsS%2fy7QW8w%3d&y=vZsS%2fy7QW8w%3d&z=vZsS%2fy7QW8w%3d&A=vZsS%2fy7QW8w%3d&B=vZsS%2fy7QW8w%3d&C=vZsS%2fy7QW8w%3d&D=vZsS%2fy7QW8w%3d&E=vZsS%2fy7QW8w%3d&F=vZsS%2fy7QW8w%3d&G=vZsS%2fy7QW8w%3d&H=vZsS%2fy7QW8w%3d&I=vZsS%2fy7QW8w%3d&J=vZsS%2fy7QW8w%3d&K=vZsS%2fy7QW8w%3d&L=vZsS%2fy7QW8w%3d&M=vZsS%2fy7QW8w%3d&N=vZsS%2fy7QW8w%3d&O=vZsS%2fy7QW8w%3d&P=vZsS%2fy7QW8w%3d&Q=vZsS%2fy7QW8w%3d&R=vZsS%2fy7QW8w%3d&S=vZsS%2fy7QW8w%3d&T=vZsS%2fy7QW8w%3d&U=vZsS%2fy7QW8w%3d&V=vZsS%2fy7QW8w%3d&W=vZsS%2fy7QW8w%3d&X=vZsS%2fy7QW8w%3d&Y=vZsS%2fy7QW8w%3d&Z=vZsS%2fy7QW8w%3d&[vZsS%2fy7QW8w%3d&{vZsS%2fy7QW8w%3d&|vZsS%2fy7QW8w%3d&~vZsS%2fy7QW8w%3d&\_vZsS%2fy7QW8w%3

# EXHIBIT “D”

**DSparalegal**

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**From:** Jay Walsh <jay@abccapitalinvestments.com>  
**Sent:** Friday, October 13, 2017 12:19 PM  
**To:** Lawclerk  
**Cc:** Jimi Hendricks  
**Subject:** Fwd: Response to your text

**Jay Walsh**

Chief Business Officer  
ABC Capital Investments, LLC  
Office: 267-324-3926 ext. 111  
jay@abccapitalinvestments.com

Fax: 267-670-8213  
Investors: 215-253-8207

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3604 Eastern Avenue  
Baltimore, MD 21224

----- Forwarded message -----

From: **Sky Mikesell** <sky@nationwiderentsure.com>  
Date: Thu, Sep 7, 2017 at 12:27 PM  
Subject: Response to your text  
To: jay@abccapitalinvestments.com  
Cc: Gordon Dunn <gordon.d@nationwiderentsure.com>, chris@nationwiderentsure.com, David Merrill <david@nationwiderentsure.com>

Jay

I wanted to get back to you....received your below text

"Hey can we talk? Why do you need a walk through for a rent payment? Sounds like your jut trying to find reasons not to pay?? "

Jay

As you have experienced in working with me I try to

Work thru everything with you and for you and this would normally be no different.

however this current issue is not someone looking for a reason to not pay.

The move-in inspection requirement has been part of the certificate of benefit since the very beginning.

All requirements of the program are in the certificate of benefit.

I have been in discussions with the insurer for a few months with suggested adjustments to the certificate of benefit but as of now it remains the same.

If you would like to set up a time to review the cerificate of benefit again by phone I would do that with you tk make sure this is still a fit for you and your company. The last thing I want is for you to be investing your hard earned money into a product that doesn't fit your business' modus operandi.

Let me know how you would like to proceed.

Sky Mikesell

Nationwide Rentsure membership.



**DSparalegal**

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**From:** Jay Walsh <jay@abccapitalinvestments.com>  
**Sent:** Friday, October 13, 2017 12:19 PM  
**To:** Lawclerk  
**Subject:** Fwd: Payment details

**Jay Walsh**

Chief Business Officer  
ABC Capital Investments, LLC  
Office: 267-324-3926 ext. 111  
jay@abccapitalinvestments.com

Fax: 267-670-8213  
Investors: 215-253-8207

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Philadelphia, PA 19122

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First Floor  
3604 Eastern Avenue  
Baltimore, MD 21224

----- Forwarded message -----

**From:** **Chris Crawford** <chris@nationwiderentsure.com>  
**Date:** Tue, Aug 15, 2017 at 12:53 PM  
**Subject:** Re: Payment details  
**To:** Jimi Hendricks <jhendricks@abccapitalinvestments.com>  
**Cc:** Sky Mikesell <sky@nationwiderentsure.com>, Jason Walsh <jay@abccapitalinvestments.com>, Jim Swain <jim@nationwidecourtsystems.com>

Yes, once AMEX is activated, then we will activate the reoccurring feature.

CC

On Tue, Aug 15, 2017 at 12:52 PM, Jimi Hendricks <jhendricks@abccapitalinvestments.com> wrote:

| Ok what about the recurring payments? Is that still in the works also?



**From:** Chris Crawford [mailto:[chris@nationwiderentsure.com](mailto:chris@nationwiderentsure.com)]  
**Sent:** Tuesday, August 15, 2017 12:50 PM  
**To:** Jimi Hendricks <[jhendricks@abccapitalinvestments.com](mailto:jhendricks@abccapitalinvestments.com)>  
**Cc:** Sky Mikesell <[sky@nationwiderentsure.com](mailto:sky@nationwiderentsure.com)>; Jason Walsh <[jay@abccapitalinvestments.com](mailto:jay@abccapitalinvestments.com)>; Jim Swain <[jim@nationwidecourtsystems.com](mailto:jim@nationwidecourtsystems.com)>  
**Subject:** Re: Payment details

I think we'll have AMEX on soon it's just a longer approval process.

On Tue, Aug 15, 2017 at 12:26 PM, Jimi Hendricks <[jhendricks@abccapitalinvestments.com](mailto:jhendricks@abccapitalinvestments.com)> wrote:

Ok, I only tried American Express cards, it gives the option so I figured that they would work. I will have to get a Visa and use that.

Also, how can we set it up for automatic draws? I didn't see any options for this.

-----Original Message-----

**From:** Sky Mikesell [mailto:[sky@nationwiderentsure.com](mailto:sky@nationwiderentsure.com)]  
**Sent:** Tuesday, August 15, 2017 11:41 AM  
**To:** Jason Walsh <[jay@abccapitalinvestments.com](mailto:jay@abccapitalinvestments.com)>; Jimi Hendricks <[jhendricks@abccapitalinvestments.com](mailto:jhendricks@abccapitalinvestments.com)>  
**Cc:** Chris Crawford <[chris@nationwiderentsure.com](mailto:chris@nationwiderentsure.com)>  
**Subject:** Payment details

Jay or Jimi

Can we get your payment details so we can try?

All show up as American Express cards on the gateway side but amx is not setup. But you indicated he tried other cards which We don't see.

Can you provide a card or cards you want to use and let us try it for you?

--

NATIONWIDE  
RENTSURE 

[www.nationwiderentsure.com](http://www.nationwiderentsure.com)  
Christopher Crawford

| 800-370-5490

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NATIONWIDE  
RENTSURE 

[www.nationwiderentsure.com](http://www.nationwiderentsure.com)

Christopher Crawford

800-370-5490

# EXHIBIT “E”

**DSparalegal**

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**From:** Jay Walsh <jay@abccapitalinvestments.com>  
**Sent:** Tuesday, September 12, 2017 8:26 AM  
**To:** David Shulick  
**Subject:** Re: Notice of Pending Membership Termination

I may need to move forward i will let you know

**Jay Walsh**

Chief Business Officer  
ABC Capital Investments, LLC  
Office: 267-324-3926 ext. 111  
jay@abccapitalinvestments.com

Fax: 267-670-8213  
Investors: 215-253-8207

**Philadelphia Office**

www.abccapitalinvestments.com  
1218 N. Marshall Street  
Philadelphia, PA 19122

**Baltimore Office**

www.abccapitalbaltimore.com  
First Floor  
3604 Eastern Avenue  
Baltimore, MD 21224

On Mon, Sep 11, 2017 at 2:45 PM, David Shulick <dshulick@shulicklaw.com> wrote:

X2

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**From:** David Shulick

**Sent:** Tuesday, September 05, 2017 2:41 PM

**To:** 'Jay Walsh' <jay@abccapitalinvestments.com>; 'Sky Mikesell' <sky@nationwiderentsure.com>; 'Chris Crawford' <chris@nationwiderentsure.com>

**Subject:** RE: Notice of Pending Membership Termination

J – status?

David T. Shulick, Esquire

**SHULICK LAW**

**Two Penn Center, Suite 1110**

Philadelphia, PA 19102

T – 215.988.5488

F – 215.701.0811

E – david@shulicklaw.com

Additional Offices:

Montgomery County, Pennsylvania

Camden County, New Jersey

[www.shulicklaw.com](http://www.shulicklaw.com)



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**From:** David Shulick  
**Sent:** Thursday, August 10, 2017 10:47 AM  
**To:** 'Jay Walsh' <[jay@abccapitalinvestments.com](mailto:jay@abccapitalinvestments.com)>; Sky Mikesell <[sky@nationwiderentsure.com](mailto:sky@nationwiderentsure.com)>; Chris Crawford <[chris@nationwiderentsure.com](mailto:chris@nationwiderentsure.com)>  
**Subject:** RE: Notice of Pending Membership Termination

Reply with the contract, full addresses, amount owed – we will sue next week if not resolved. Keep me posted.

David T. Shulick, Esquire

**SHULICK LAW**

**Two Penn Center, Suite 1110**

Philadelphia, PA 19102

T – [215.988.5488](tel:215.988.5488)

F – [215.701.0811](tel:215.701.0811)

E – [david@shulicklaw.com](mailto:david@shulicklaw.com)

Additional Offices:

Montgomery County, Pennsylvania

Camden County, New Jersey

**[www.shulicklaw.com](http://www.shulicklaw.com)**



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**From:** Jay Walsh [<mailto:jay@abccapitalinvestments.com>]

**Sent:** Wednesday, August 09, 2017 5:03 PM

**To:** Sky Mikesell <[sky@nationwiderentsure.com](mailto:sky@nationwiderentsure.com)>; Chris Crawford <[chris@nationwiderentsure.com](mailto:chris@nationwiderentsure.com)>

**Cc:** David Shulick <[dshulick@shulicklaw.com](mailto:dshulick@shulicklaw.com)>

**Subject:** Fwd: Notice of Pending Membership Termination

Sky,

I have tried to reach several times this week. Jimi has tried to reach you several times this week.

1. We did not receive any checks
2. This cancelation notice is NOT correct and someone has to call us to straighten this out. ASAP

At this point, i feel there is something really fishy going on and maybe even some type of fraud. If you do not text me to set up a call by noon tomorrow. I will get my attorney involved which i have cc'd here and make sure all my clients and your potential clients you have marketed to know about your inactions.

**Jay Walsh**

Chief Business Officer

ABC Capital Investments, LLC

Office: [267-324-3926](tel:267-324-3926) ext. 111

[jay@abccapitalinvestments.com](mailto:jay@abccapitalinvestments.com)



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Philadelphia, PA 19122

**Baltimore Office**  
www.abccapitalbaltimore.com  
First Floor  
3604 Eastern Avenue  
Baltimore, MD 21224

----- Forwarded message -----  
From: **Jimi Hendricks** <jhendricksabc@gmail.com>  
Date: Wed, Aug 9, 2017 at 4:58 PM  
Subject: Fwd: Notice of Pending Membership Termination  
To: Jay Walsh <jay@abccapitalinvestments.com>

----- Forwarded message -----  
From: <info@nationwideeviction.com>  
Date: Mon, Jul 31, 2017 at 3:16 AM  
Subject: Notice of Pending Membership Termination  
To: jhendricksabc@gmail.com  
Cc: support@nationwiderentsure.com



## **Notice of Pending Membership Termination**

### **IMPORTANT NOTICE THAT AFFECTS YOUR NATIONWIDE RENTSURE MEMBERSHIP**

You are hereby notified that the Membership protecting the properties below will be terminated effective 8/15/2017.

Reason for Termination: Failure to Pay Membership Dues.

Please email us at [support@nationwiderentsure.com](mailto:support@nationwiderentsure.com) or call us at [800-370-5490](tel:800-370-5490) as soon as possible.

**Properties Affected:**

245 W. 58th Street

2331 W. Firth Street

1728 N. Peach Street

2217 W. Firth St.

1941 S. Alden St

6071 Regent St

219 E. Ontario St.

720 Dekalb St.

2522 N. 33rd St

2025 W. Venango St.

830 S. Cecil St.

6133 Delancy St

5832 Arch St.

2431 Seybert St.

343 N. Wilton St

6211 Race St

5616 Litchfield ST

4654 Penn St.

1617 Rowan

2070 Kingston St

2636 Bonaffon Street

5515 Beaumont St.

6339 Dicks Ave

138 Hansberry St

5718 Sansom St

1630 Unity St.

6234 Ogontsz Ave

1222 N. 56 St.

1741 N Stillman St.

6069 Regent St.

2814 W. Oxford St.

439 Blavis St.

5526 Blakemore St

6235 Delancey St.

6239 N 21st

5321 Lena St

6470 Lensen St

3340 Emerald St

6239 N. 21st

5450 Media St.

1026 N. 46th

2505 Ingersoll St

6615 Gerry Street

1344 Kerbaugh St.

607 Cobbs Creek Pkwy

5402 Walnut St.

5865 Walton Ave.

6418 Trinity St

2955 Bambray St.

436 N. Wilton

1324 N. Frazier St

5644 Pentridge St.

6906 1/2 Woodland Ave

700 W Champlost Ave

1617 Wakeling St

2527 S. Bonnaffon St.

6114 Sansom St.

2654 S. Carroll

105 N Felton St.

1212 Harrison Unit 2

921 S. 58th St.

1138 S. Ruby Street

3949 N. Franklin St

4048 N 8th st

5802 Vine St

1212 Harrison Unit 3

5631 Broomall St.

742 Frazier Street

848 E. Cheltenham Ave

5054 Tacoma St

4841 N. 18th St.

2947 N. Stillman St

5537 Boyer St.

522 S. Yewdall St.

527 N. 63rd

5133 N. Sydenham Street

3424 Sydenham St

1248 S. Ruby st

1707 Peach Street

5523 Kingsessing Ave

6746 Linmore Ave.

5563 Blakemore St.

5849 Warrington Ave

5502 Willows Ave

1312 N Alden St.

5859 Walton Ave

3651 N. 21st Street

5782 Stewart St.

2906 S. Dewey St.

5549 Larchwood Ave

5844 Addison St

2618 Sylmar Street

952 Belmont Ave

1917 S. Cecil St.

1923 S Ithan St

3608 N 19th St

7115 Theodore St.

338 N. Redfield

4850 Brown St.

264 S. Frazier St.

817 S. 60th

811 W. Erie 1st FL

5715 Hazel St

2226 w Oakdale

4686 Hawthorne St

6553 Allman St.

615 N. 66th St.

7363 Garman St

1740 S. 60th St.

1607 Harrison Unit 2R

5344 Upland St.

6038 Angora Ter.